



## Additional conditions

For insurance contracts of Generali General Insurance Ltd. and Fortuna Legal Protection Insurance Ltd. (hereinafter collectively referred to as “Generali”) that are subject to Liechtenstein law

### IMPORTANT CONDITIONS

Notwithstanding the General Policy Conditions applicable to your insurance contract, this contract is subject to the Liechtenstein Law on Insurance Contracts (VersVG) dated 16 May 2001 and, where applicable, the Road Traffic Insurance Ordinance (VVV) dated 1 August 1978.

**We would like to draw your attention to the following conditions, in which the Liechtenstein Law on Insurance Contracts deviates from Swiss law (the following formulations are not the original legal texts, which are applicable in case of any doubt):**

- a) Information obligations by insurance companies (Art. 3 VersVG)**

If Generali breaches its information obligations pursuant to VersVG and the Swiss Federal Law on Insurance Supervision (VAG), the policyholder shall have the right to withdraw from the contract for a period of four weeks. The right of withdrawal shall expire at the latest four weeks after receipt of the policy, including instructions on the right of withdrawal.
- b) Breach of the obligation to notify (Art. 6 VersVG)**

In case of a breach of the obligation to notify by the party subject to the obligation upon conclusion of the insurance contract or a subsequent contractual amendment, Generali may cancel or amend the insurance contract within four weeks of discovering the breach of the obligation to notify. If an insured event has already occurred, Generali shall not be liable provided the event was a result of the improperly disclosed or concealed risk.
- c) Non-payment of premium – reminder period in case of non-payment of premiums (Art. 17, para. 1 VersVG)**

If a premium is not paid by the due date, Generali may remind the policyholder in writing to make this payment at his or her own cost, referring to the consequences of non-payment, within four weeks of the date on which the reminder was sent. If the reminder does not result in the payment being made, the obligation to pay benefits shall be suspended upon expiry of the reminder period.
- d) Unilateral contractual amendment – right of cancellation of the policyholder (Art. 19, para. 1 VersVG)**

If the General Terms of the Contract provide for the option to automatically increase premiums or any other deterioration in contractual conditions, the policyholder must be notified in writing of any such amendment at least four weeks prior to its entry into force. The policyholder shall then be entitled to cancel the contract up to this date; cancellation shall take effect when the contractual amendment enters into force.
- e) Divisibility of premium (Art. 21 VersVG)**

In case of premature cancellation of the contract, Generali shall reimburse the premium pro rata temporis. No reimbursement shall be made in the event of cancellation by the policyholder in case of a claim or in the event of cancellation by Generali in case of contractual breaches on the part of the policyholder or a significant increase in risk caused by the policyholder. In such cases, the entire premium shall be due.

#### Generali General Insurance Ltd.

Avenue Perdtemps 23  
1260 Nyon 1

T +41 58 471 01 01  
F +41 58 471 01 02  
E-mail: [nonlife.ch@generali.com](mailto:nonlife.ch@generali.com)  
[generali.ch](http://generali.ch)

#### Fortuna Legal Protection Insurance Ltd.

Soodmattenstrasse 2  
8134 Adliswil

T +41 58 472 72 00  
F +41 58 472 72 01  
E-mail: [info.rvg@fortuna.ch](mailto:info.rvg@fortuna.ch)  
[fortuna.ch](http://fortuna.ch)

**f) Significant increase in risk (Art. 24 et seq. VersVG)**

If there is a significant increase in risk during the duration of the insurance, Generali may cancel the contract with immediate effect provided that the applicable premium calculation at the time of the increase in risk did not cover such a risk. If the significant increase in risk is caused through no fault of the policyholder or the rightful claimant, Generali may only cancel the contract if the policyholder or the rightful claimant failed to immediately notify Generali once they became aware of the increase in risk. If Generali remains bound to the insurance contract, Generali may cancel it within four weeks of learning of the significant increase in risk.

**g) Cancellation in case of a claim (Art. 36 VersVG)**

If an insured event occurs that requires all or part of the insurance benefit, both the policyholder and Generali shall be entitled to cancel the contract.

Generali must cancel the contract no later than the time at which it pays the benefits; in this case, the contractual obligation to pay benefits shall lapse four weeks after receipt of the notice of cancellation. The policyholder must cancel the contract no later than four weeks after being notified of the benefits paid; in this case, insurance coverage shall lapse upon receipt of the notice of cancellation by Generali.

**h) Status of limitation (Art. 38 VersVG)**

Claims arising from an insurance contract shall lapse after five years. In accordance with the conditions of Art. 1,478 of the General Civil Code of the Principality of Liechtenstein (allgemeines bürgerliches Gesetzbuch des Fürstentums Liechtenstein), the period shall begin as soon as the right could have been exercised by the policyholder.

**i) Sale of insured property – change of ownership (Art. 50, paras. 3 and 4 VersVG)**

Generali shall be entitled to cancel the insurance contract subject to a period of four weeks after the change of ownership (sale). The buyer shall be entitled to cancel the insurance contract with immediate effect within four weeks after the change of ownership or at the end of the current insurance period.

**j) Minimum insurance (Art. 3 VVV)**

For policyholders in the Principality of Liechtenstein, third party liability insurance for motor vehicles distinguishes between personal injury and material damage. The minimum personal injury insurance per accident event is set at EUR 6.07 million or the equivalent in Swiss francs, and for material damage it is set at EUR 1.22 million or the equivalent in Swiss francs. The minimum personal injury insurance per accident event for motor vehicles or trailers that transport people increases:

a) for a capacity of 10 to 50 persons to CHF 10 million;  
and

b) for a capacity of 51 persons or more to CHF 20 million.

Furthermore, we would like to make you aware that the Liechtenstein Law on Insurance Contracts also contains conditions on legal protection (Art. 58 et seq. VersVG) and accident insurance (Art. 91 et seq. VersVG), which may be applicable to your insurance contract.

Liechtenstein law applies to all situations that are governed neither by these additional conditions nor by the GPC.

The non-life companies of Generali (Switzerland) Holding Ltd. that are active in the Principality of Liechtenstein are Generali General Insurance Ltd., based in Nyon (canton of Vaud) and Fortuna Legal Protection Insurance Ltd., based in Adliswil (canton of Zurich).

The Swiss Financial Market Supervisory Authority (FINMA), Laupenstrasse 27, 3003 Berne, tel. +41 31 327 91 00, info@finma.ch, is the supervisory authority responsible for the insurance companies mentioned above.

In case of any complaints related to your insurance contract, please contact the Swiss Ombudsman for Private Insurance, P.O. Box 2646, 8022 Zurich, tel. +41 44 211 30 90, help@versicherungsbund.ch.

Non-life products/January 2017